



Plattsburgh, New York

Desmond J. Racicot
Police Chief

Plattsburgh Fire Department
65 Cornelin Street
Plattsburgh, NY 12901
Tel: 518-561-5965
Fax: 518-561-8236
citychief@cityofplattsburgh-ny.gov

MEMO

TO: Mayor Kasprzak
Members of the Common Council

FROM: Chief Desmond J. Racicot

DATE: February 16, 2012

RE: Fire and Ambulance Responses

For this week's period: Thursday, February 9, 2011 to Wednesday, February 15, 2012
our Department has responded to the following:

Fire Calls	14
	1 dryer fire
	5 system activations
	1 building fire
	2 MVA
	1 rescue
	4 EMS assist

Ambulance Calls	57
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Mutual Aid by CVPH	15
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BUILDING INSPECTORS' COMPLAINT REPORT: 2/14/12

DATE	STREET #	STREET NAME	COMPLAINT	INSP	INSPECTION REPORT	CORRECTION	DATE OF CORRECTION
10/5/2011	11	LORRAINE ST	MOLD, TREES FELL ON VEHICLES	JM	VIOLATION NOTICE ISSUED	CORRECTED	10/26/11

BUILDING INSPECTOR'S COMPLAINT REPORT: 2/14/12

DATE	STREET #	STREET NAME	COMPLAINT	INSP	INSPECTION REPORT	CORRECTION	DATE OF CORRECTION
2/6/2012	35	ADDOMS ST	2 DOGS COMING THROUGH NEIGHBOR'S FENCE	JM	WILL REFER TO LT. BEEBIE, PPD	CORRECTED	2/8/12
2/7/2012	96	BAILEY AVE	CONSTRUCTION	JM		CORRECTIVE ACTION IN PROCESS	
2/8/2012	22	BROAD ST	GARBAGE	CB		CORRECTIVE ACTION IN PROCESS	
2/8/2012	29	HAMILTON ST	GARBAGE	CB		CORRECTIVE ACTION IN PROCESS	
2/9/2012	83	SAILLY AVE	MOLD	CB		CORRECTIVE ACTION IN PROCESS	
2/10/2012	11	LORRAINE ST	FIRE DEPARTMENT FOLLOW UP	JM		CORRECTIVE ACTION IN PROCESS	

CITY OF PLATTSBURGH, NY

STATEMENT OF CASH RECEIPTS

Department of Public Library

The undersigned hereby certifies that the following is a complete statement of all monies payable to the City of Plattsburgh received by the above mentioned department, or by the undersigned, during the period beginning January 23, 2012 and ending on January 31, 2012 inclusive.

Purpose for which Received		Amount
6124-2450	Commissions	-
6126-2613	Overdue Charges	256.10
6126-2650	Sale of Scrap - Library Auction	
6126-2655	Minor Sales	190.17
6127-2680	Insurance Recovery	-
6127-2690	Lost/Damaged Property	-
6127-2701	Refund Prior Year Expense	-
6127-2705	Gifts and Donations	-
6127-2755	Trust Fund Income	-
6227-2760	CEF Library System	-
6227-2770	Local Grants	-
6330-3840	State Library Aid	-
		-
6330-3842	State Aid	-
		-
		-
	sub-total	446.27
	Sales Tax @ 8.0% (Minor Sales - Supplies Only) T&A	6.76
	TOTAL	453.03

Dated, Plattsburgh, NY: February 2, 2012

Signed by J. Parrotte, Administrative Assistant

Received of Jamie A. Parrotte the aforesaid amount of:

Four hundred fifty-three and 03/100 dollars this 2nd day of February 2012

R. Marks
Richard A. Marks
City Chamberlain

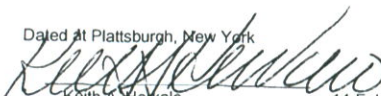
CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of:

"Jan 2012

REVENUE SOURCE	CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City) 25-2540	0.00		0.00
Bingo Licenses (State) 1-0632	0.00		0.00
Bingo License Fees 3% 25-2540	209.69		209.69
Building Permits 25-2555	3351.00		3351.00
Circus License 25-2502	0.00		0.00
City Code 12-1255	0.00		0.00
Code Civil Compromise 26-2614	0.00		0.00
Contractor Fees 25-2557	175.00		175.00
Dog Licenses 25-2542	252.50		252.50
State Neuter/Spay surcharge		39.00	39.00
Extract of Records 12-1255	8.50		8.50
Game of Chance Lic. (City) 25-2541	0.00		0.00
Game of Chance Lic. (State) 1-0632	0.00		0.00
Gas Permits 15-1540	0.00		0.00
Going Out of Business Lic 25-2509	0.00		0.00
Hauler's Licenses 25-2505	250.00		250.00
Housing Code 21-2110	0.00		0.00
Impound Fees 15-1550	150.00		150.00
Interest Temp 1124-2401	11.35		11.35
Jeweler's Licenses 25-2503	0.00		0.00
Marriage Licenses 25-2545	227.50	292.50	520.00
Maps 12-1255	0.00		0.00
Notary Fees 12-1255	6.00		6.00
Peddler/Vendor Licenses 25-2503	180.00		180.00
Returned Check Charges 12-1255	0.00		0.00
Sign Permits 25-2590	25.00		25.00
Specifications T-30		0.00	0.00
Special Use Permits 21-2110	0.00		0.00
Subdivision Fee 21-2110	0.00		0.00
Subdivision Ordinance 12-1255	0.00		0.00
Taxi Operator's Licenses 25-2507	270.00		270.00
Taxi Vehicle Licenses 25-2504	165.00		165.00
Tree/Stump Removal License 25-2508	0.00		0.00
Vital Statistics 16-1603	4244.00		4244.00
Zoning Ordinances 21-2110	25.00		25.00
Zoning Variances 21-2110	0.00		0.00
OTHER REVENUE			0.00
Riverwalk			
1127-2753	0.00		0.00
Auditorium			
1127-2752	102.10		102.10
Centennial Plaques			
1127-2705	0.00		0.00
Centennial Books			
1127-2656	40.00		40.00
Centennial Miscellaneous			
1127-2656	0.00		0.00
RECOVERED FUNDS			
Telephone			
1-1410000-4414	0.00		0.00
Postage			
1-1410000-4470	0.00		0.00
Print & Copy			
1-1410000-4431	0.00		0.00
DISBURSEMENTS:	\$9,692.64	\$331.50	\$10,024.14
N.Y.S. Dept of Health \$292.50	Check No 1202		
N.Y.S. Dept of Ag & Mkts \$39.00	Check No 1203		
Total Paid Others:			\$331.50
ADJUSTMENT: Overstated Dec 12 Marriage Licenses 25-2545			\$100.00
Chamberlain (Spec. Deposits) \$0.00	Check No - - -		
Chamberlain (Net Revenues) \$9,592.64	Check No 1204		
Amount Due City Chamberlain:			\$9,592.64
			\$9,924.14

Dated At Plattsburgh, New York


Keith A. Herkalo,
City Clerk 14-Feb-12

NORTHWOODS FOREST CONSULTANTS, LLC

Professional Consulting Foresters

Herbert Boyce, ACF, CF
Deborah Boyce, CF
13080 NYS Route 9N
Jay, New York 12941-5701
(518) 946-7040
Fax: (518) 946-7722
Email: nfc@frontiernet.net

February 16, 2012

Mike Brodi
Superintendent of Public Works and Recreation
215 Idaho Ave.
Plattsburgh, NY 12901

Dear Mike:

I received prices from three contractors for the cleanup of the aspen damaged by Hurricane Irene on the landfill property on Akey Road.

	White Bid	Carter Bid	Remillard Bid
Aspen sawlogs	50%	50%	35%
Hardwood sawlogs	50%	50%	55%
Aspen pulp	\$5/ton	\$5/ton	\$5/ton
Firewood	\$15/cord		
Chipwood	\$3/ton	\$2/ton	\$2/ton

The sawlogs prices are the percent after trucking is subtracted. I received the current trucking prices from each one and White's is \$10/M lower than Carter and Remillard. This will also increase the amount the City will receive.

The chipwood prices have dropped \$2/ton in the last week and the lower prices are reflected in the bids from Carter and Remillard since they are primarily chipwood producers. White produces chips only from the very tops of the trees.

I have worked with all three contractors and all three are very capable of completing the work. White harvested aspen for me last winter and utilized the aspen very well. The Beekmantown Highway superintendent, Roger Perry, will allow White to run one truck a day on Akey Road in the mornings. Carter and Remillard would have to wait till May to begin harvesting because they would have to move more trucks per day.

I would recommend that we proceed and accept White's bid for the aspen on Akey Road.

Sincerely,
Northwoods Forest Consultants, LLC

Deborah Boyce
Deborah Boyce, CF
aspen blowdown bid 21612.wpd



Members: Association of Consulting Foresters • N.Y. Institute of Consulting Foresters • Society of American Foresters



City of Plattsburgh
Scaled bid for timber on old landfill property west of Akey Road

Sawtimber:**Products**

Aspen sawlogs 50 % of delivered price less trucking to Commonwealth Plywood
_____ % of delivered price less trucking to _____ (include
spec sheet for mill if you are sending to mill other than Commonwealth)

Hardwood sawlogs 50 % of delivered price less trucking

Chipwood \$ 3 /ton

\$10 / full cord popal pulp / [#]5 a Ton

\$15 / full cord log length firewood

Bidder: Whites forest products Phone # 518-335-7083
Address: 1499 State Rte. 22B Morrisonville NY 12962
Purchasers Tax ID number 14-1824889
Authorized Signature: Chris. W.

Subcontractor (if applicable): _____

Return this page to: Deborah Boyce by fax or email by Weds February 16, 2012. Fax (518) 946-7722 or email deb.nfc@frontiernet.net

12 08:36p Northwoods Forest Con LLC

518-946-7722 p.3

City of Plattsburgh
Scaled bid for timber on old landfill property west of Akey Road

Saw timber:

Products

Aspen sawlogs 50 % of delivered price less trucking to Commonwealth Plywood
~~50 %~~ of delivered price less trucking to _____ (include
spec sheet for mill if you are sending to mill other than Commonwealth)

Hardwood sawlogs 50 % of delivered price less trucking

Chipwood \$ 2.00 / ton
\$ 5.00 / ton pop / pulp
\$ /

Bidder: JAMES CARTER Logging INC. Phone # 518-572-3018
Address: 541 Lakeshore Rd West Chazy, N.Y. 12992
Purchasers Tax ID number 14-1723290
Authorized Signature: James D. Carter President
Subcontractor (if applicable): _____

Return this page to: Deborah Boyce by fax or email by Weds February 16, 2012. Fax (518) 946-7722 or email deb.nfc@frontiernet.net



Plattsburgh, New York

Keith A. Herkalo
City Clerk

I- 2/16/12

Office of the City Clerk
41 City Hall Place
Plattsburgh, New York 12901
518 - 563-7702
Fax: 518 - 563-3645

10 February 2012

TO: Mayor/Common Council

FM: City Clerk

SUBJ: 2012 Street Drives

Following is a list of requested Street Drives. The organizations are responsible for contacting Public Works for a sufficient number of traffic cones for each roadway intersection (2/street). Dates will be coordinated with the Police Department.

May	12	Adirondack Humane Society
	26	NorthStars
Jun	9	Clin Cty ARC
	23	Clin Cty Mariners Baseball
Jul	14	Chazy Lady Eagles Hockey
	28	North Cntry Underground RR
Aug	11	Battle of Plattsburgh Assoc.
	25	Clin Cty Historical Assoc.
Sep	15	Elmore SPCA
	29	Amer. Cancer Society



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

I- 2/16/12

Date: February 9, 2012

To: Mayor Donald M. Kasprzak

From: Bill Treacy, Manager 

Subj: NERC/NPCC Compliance Meeting

As Manager of the Municipal Lighting Department, I hereby requests permission to attend the MEUA's NERC/~~NPCC~~ Compliance Meeting on the February 28-29, 2012 to be held in East Syracuse, NY at an estimated cost of \$ 225.00.

If you have any questions, please contact me.

Atch: 2

cc: Councilor Jackson, MLD Liaison
Kelly Clookey, Finance Director
Travel File

TRAVEL REQUEST AND AUTHORIZATION - CITY OF PLATTSBURGH

TO: DEPARTMENT LIAISON COUNCILOR

Permission is hereby requested for Bill Treacy
of MLD to travel to East Syracuse, NY
for NERC/NPCC Compliance Meeting
on February 28-29, 2012 _____
Hours, Incl. Travel Days

Please attach program or other literature, and back-up for estimated costs.

Estimated Costs:	Mileage	<u>\$ 75.00</u>
	Ferry/Road Tolls	<u>\$ 10.00</u>
	Hotel	<u>\$ 85.00</u>
	Meals	<u>\$ 55.00</u>
	Registration	<u>\$ 0.00</u>
	Personnel Cost (Replacement, overtime & dedicated time of attending personnel)	_____
	TOTAL	<u>\$225.00</u>

Please indicate department budget code from which this trip will be expended: 731.1; 741.1; 781.1

Date: Feb 9, 2012 Dept. Head: Bill Treacy
Bill Treacy, Manager

AUTHORIZATION:

Pursuant to the authority granted me under the City of
Plattsburgh Common Council Resolution dated _____, I
do hereby authorize the above travel as requested.

Date: _____

Councilor, Dept. Liaison

Mayor

NOTE: This authorization and supporting receipts must be attached to the travel voucher claiming reimbursement for Expenses (C.C. Resolution, Feb. 9, 1989).



Plattsburgh Police Department

45 Pine Street

Plattsburgh, New York

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

February 3, 2012

Mayor Donald M. Kasprzak
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval of the attached travel request for two Police Officers to travel to Westchester County, NY from 03/20/12 – 3/21/12, for “Suicide Prevention in Jails and Lock-ups”. The cost of this travel should not exceed \$545.00 and will be expensed to the Asset Forfeiture account (DOJ).

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls



TRAVEL REQUEST AUTHORIZATION

TO: DEPARTMENT LIAISON COUNCILOR

Permission is hereby requested for:

Peter Mitchell, Levi Zitter
Employee Name(s)

Of

Police Dept.
Department

to travel to

Westchester County Police Academy
Location

For

Suicide Prevention in Jails and Police Lockups

Conference/Seminar Name

On

March 19, 20, 21
Date (include travel days)

30
Hours (include travel days)

PLEASE ATTACH PROGRAM AND OTHER LITERATURE, AND BACK UP FOR COSTS.

ESTIMATED COSTS:

Mileage/gas

300 miles 60-

\$136

Hotel

272-

\$71/day

Meals

213-

Registration

0-

Other

0-

PERSONNEL COST (REPLACEMENT, OVERTIME)

0-

TOTAL

545-

Department budget code to be expended

13121

Date

2/5/2012

Department Head

[Signature]

AUTHORIZATION:

Pursuant to the authority granted me under The City of Plattsburgh Common Council Resolution dated _____, I do hereby authorize the above travel as requested.

Date:

Councilor/Dept liaison

Mayor

*Note: This authorization and supporting receipts must be attached to the travel voucher claiming reimbursement for expenses per CC resolution dated February 1989.



To: **New York State Criminal Justice Executives**

From: **Joshua Vinehout, Office of Public Safety**

Date: **November 7, 2011**

Subject: **Instructor Level Training - Suicide Prevention in County Jails and Police Lockups **New Course Curriculum Update****

Nationally, suicide is a leading cause of death for inmates in jails and lockups. As a result, the Division of Criminal Justice Services, NYS Office of Mental Health and the State Commission of Correction are pleased to announce the 2012 training schedule for the Suicide Prevention in County Jails and Police Lockups Instructor Course. A new training program has been developed that replaces the existing curriculum. This updated course provides instructor training in the following areas: understanding suicide; assessing suicide risk; mental illness and suicide, substance abuse and suicide; suicide prevention screening guidelines; and suicide prevention after cell assignment. This course is the instructor component as required by the NYS Commission of Correction.

All new instructors are required to attend a Suicide Prevention Instructor Level Course prior to training the new curriculum. Current Suicide Prevention Instructors who have successfully completed the course since 2000 and have instructed suicide prevention classes may begin training the new curriculum immediately. In an effort to familiarize current suicide prevention instructors with the new curriculum updates, an orientation webinar is currently being developed and will be announced at a later date. Instructors who have not taught suicide prevention within the last two years are strongly encouraged to attend the updated instructor course. All instructors who completed the training before 2000 will be required to attend a new instructor course.

New training manuals will be provided to instructors who attend the Suicide Prevention Instructor Training Courses. The new training manuals are also available now through the Office of Mental Health by contacting: Maryann McNamara, Secretary, Division of Forensic Services, NYS Office of Mental Health (518) 473-1066.

The instructor level training will be offered on the following dates in four different counties:

January 10-11, 2012 – Albany County
February 7-8, 2012 – Westchester County – *changed to March 20, 21*
May 8-9, 2012 – Erie County
October 23-24, 2012 – Oneida County

Those wishing to attend must be Law Enforcement Instructors and have successfully completed the MPTC Instructor Development Course or equivalent prior to attending. Mental Health advocates and local staff wishing to become instructors must meet the following qualifications: Bachelors degree (BS, BA, BSN) or RN in a mental health field or specialty with 5 or more years of service delivery experience in a federal, state, or local mental health program; Master's degree in a mental health related field or specialty (MSW, MS, MSN, MSA), or Doctorate in mental health related field (MD, Ph.D., DSW, DSN).

There is no course fee to attend any of the above listed training dates. Although we have planned for large enrollment, seats are limited. Therefore, you must receive confirmation on attendance. Please complete the course application and indicate which training date you choose to attend and have it sent no later than two weeks prior to the start of the course. For your convenience it may be submitted via email by utilizing the "Submit by Email" radio button on the Course Application Form. The application may be downloaded by clicking "[here](#)." If you are not currently connected to the internet, go online to any of the above listed dates on the DCJS training calendar online, and click on the link there.

If you have any questions about the training, please contact Senior Training Technician Molly Bates at the address in the letterhead, by email at molly.bates@dcjs.state.ny.us or by telephone at (518) 485-5304.



Plattsburgh Police Department

45 Pine Street

Plattsburgh, New York

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

February 13, 2012

Mayor Donald M. Kasprzak
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval of the attached Contracted Services Contract for Cassondra Kourofsky to complete the TeleStaff Systems work related to Police Department implementation of the Advanced Configuration of the software.

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls

CONSULTING AGREEMENT

This is an Agreement executed this 13th day of February, 2012 by and between:

- Plattsburgh Police Department, a department of the City of Plattsburgh organized and existing under the laws of the State of New York, with usual place of business at Forty Five Pine Street Plattsburgh, NY 12901 (hereinafter called the "Company"),
and
- Cassondra Kourofsky, a sole proprietorship organized and existing under the laws of the State of New York, with usual place of business at 84 Scriver Rd, Mooers, NY 12959 (hereinafter called the "Consultant").

Effective the 13th day of February, 2012, the Company contracts for services of the Consultant, and the Consultant agrees to serve the Company, under the following terms and conditions:

1. **Scope of Work.** The Consultant shall be responsible for Computer Network Services, computer desktop Services, 1st level Printer Support, Servers Installation, Troubleshooting and Maintenance, database data import and export, and web development as related to TeleStaff and requested and directed by the Company.

2. **Duration.** This Agreement is valid for the period: 13th day of February, 2012 to 31st day of December 2012.

3. **Compensation:**

- a. Cassondra Kourofsky's standard hourly rate is ~~\$45~~⁵⁰ per hour for professional information systems work as specified in Scope of Work. This rate includes all normal office supplies and long-distance telephone fees. In addition the Consultant will sign in and out whenever on the Plattsburgh Police Department premises. The Consultant will provide monthly invoices detailing the number of hours worked, the tasks undertaken, the amount due for such services, and any third-party expenses incurred. Consultant shall deliver all such invoices to the Company at the following address:

45 Pine Street, Plattsburgh, NY 12901

- b. The Company shall pay each Consultant invoice no later than 30 days following the date of the invoice. Payments not made in a timely manner will be subject to an interest charge of 1.5% per month on the unpaid balance. Payment should be made in the form of a check payable in US dollars to:

Cassondra Kourofsky
84 Scriver Road
Mooers, NY 12959

- c. The Consultant acknowledges that it is an independent contractor and that it is not entitled to any benefits provided by the Company to its employees. Unless the parties mutually agree, the Consultant shall be responsible at its own expense for all of its own office overhead and all secretarial and clerical support services.
- 4. **Conflict of Interest.** The Consultant agrees to inform the Company of all the Consultant's interests, if any, which may be, or which the Consultant has reason to believe may be, incompatible with the interests of the Company or the Company's customers. In addition to the foregoing, the Consultant agrees not to make improper use of any information that comes to himself or his agents or representatives in the performance of services under this Agreement.
- 5. **Termination.** Either party may terminate this Agreement prior to the expiration date set forth in paragraph 2 above by giving the other thirty (30) days notice in writing, which notice shall specify the date upon which such termination becomes effective. In the event either party gives such notice, this Agreement shall terminate upon the date specified, and the parties hereto shall be released from any and all liability hereunder except such liability as, by the terms hereof, may be accrued prior to, or may extend beyond, such termination.
- 6. **Confidentiality.** Either party to this Agreement may, in the course of fulfilling its terms, need to disclose information to the other party that is proprietary or confidential. When such disclosure is undertaken, the following provisions apply:
 - a. The term "Disclosing Party," as used in this Agreement, means the party providing Confidential Information. The "Receiving Party" is the party receiving the information.
 - b. The term "Confidential Information," as used in this Agreement, means any oral, written, or documentary information or information that is stored by electronic means which (i) relates to this Agreement, (ii) is received by one of the parties from the other, and, in the case of written information, (iii) is marked "Confidential," "Proprietary" or bears a marking of like import or which the Disclosing Party states in writing at the time of transmittal to, or receipt by, the Receiving Party is to be considered confidential. Orally disclosed information shall be considered confidential if identified as such at the time of disclosure and if followed up in writing within ten (ten) calendar days, with the information identified and marked as confidential.
 - c. The term "Trade Secret", as used in this Agreement, means any oral, written, or documentary information or information that is stored by electronic means that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

- d. The “Confidential Information” and “Trade Secrets” do not include information that:
 - (i) is already known to the Receiving Party as evidenced by prior documentation thereof; or (ii) is or becomes publicly known through no wrongful act of the Receiving Party; or (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement or any other Agreement; or (iv) is approved for release by written authorization of the Disclosing Party.
- e. The Receiving Party shall not disclose to others, or use for any purpose of its own, any Confidential Information, financial or business data, technical data, or other confidential or proprietary information obtained from the Disclosing Party, or from an affiliated entity of the Disclosing Party, as a result of work done pursuant to this Agreement, or generated or developed in the performance of work under this Agreement. With respect to Trade Secrets, the Receiving Party agrees not to use for any purpose whatsoever or to disclose Trade Secrets at any time during or after the term of this Agreement or until such Trade Secrets lose their status as such by becoming generally available to the public by independent discovery, development, or publication. Furthermore, the Receiving Party will not display for any purpose any drawing, letter, report, other document, or any copy or reproduction thereof belonging to or pertaining to the Disclosing Party, or to an affiliated entity of the Disclosing Party, unless such drawing, letter, report, or other document has been previously published by the Disclosing Party. Publication shall not include publication to an affiliated entity of the Disclosing Party. Upon termination of this Agreement, the Receiving Party agrees to return all Confidential Information to the Disclosing Party.
- f. The covenants regarding Confidential Information and Trade Secrets will apply to any Confidential Information or Trade Secrets disclosed to the Receiving Party by the Disclosing Party before or after the date of this Agreement.

7. Intellectual Property Rights.

- a. The term “Protected Works”, as used in this Agreement, includes any and all works of authorship, inventions, discoveries, processes, machines, manufactures, compositions of matter, formulas, techniques, computer programs, systems, software, source code, firmware, object code, hardware systems, mask works, trade secrets, proprietary information, schematics, flow charts, databases, customer lists, marketing plans, product plans, business strategies, financial information, forecasts, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, reports, findings, recommendations, designs, drawings, sketches, notebooks, ideas, concepts, technical data and/or training materials, and improvements to or derivatives from any of the above, whether or not patentable, or subject to copyright or trademark or trade secret protection, delivered by the Consultant to the Company under this Agreement before or after the date of this Agreement, or conceived, developed or produced by the Consultant, whether alone

or jointly with others, in connection with or pursuant to the Consultant's performance under this Agreement, except as detailed in paragraph 7.b.

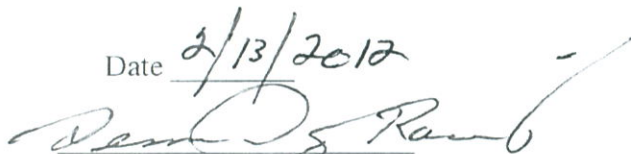
- b. The term "Protected Works", as used in this Agreement, shall not include the items listed below. These are and will remain the property of Bryan Brayton even though they may be used in or made a part of the work performed under this Agreement:

NONE

- c. The term "Intellectual Property Rights", as used in this Agreement, includes all rights of inventorship and authorship, all rights in patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and integrity and other moral rights, and all other intellectual property rights of any type.
- d. The Consultant agrees that all Protected Works shall be deemed "work for hire" under the United States Copyright Act and owned exclusively by the Company. To the extent any Protected Work cannot be deemed work for hire, the Consultant agrees to assign and hereby does assign to the Company all right, title, and interest in and to all Protected Works and all Intellectual Property Rights in and to the Protected Works. The Consultant agrees to execute any documents reasonably required by the Company to evidence the Company's exclusive ownership of the Protected Works, and all Intellectual Property rights therein, as contemplated by this Agreement.
- e. The parties (and all individuals representing either party in a technical capacity under this Agreement) agree(s) to execute the Bryan Brayton standard proprietary information agreement and to fully abide by all the terms of that agreement (copy attached).

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written:

COMPANY

Date 2/13/2012

Chief Desmond J. Racicot
Plattsburgh Police Dept.

CONSULTANT

Date 2/10/2012

Cassandra Kourofsky
Consultant



Plattsburgh Police Department

45 Pine Street

Plattsburgh, New York

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

February 13, 2012

Mayor Donald M. Kasprzak
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval of the attached travel request for a Police Officer to travel to Westchester County, NY from 03/13/12 – 3/14/12, for “Mandatory Yearly Drug Recognition Expert (DRE) Recertification Training”. The estimated cost of this travel should not exceed \$266.00 and will be expensed to the Asset Forfeiture account (DOJ).

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls



TRAVEL REQUEST AUTHORIZATION

TO: DEPARTMENT LIAISON COUNCILOR

Permission is hereby requested for:

Anthony R. Cordic

Employee Name(s)

Of Police Dept. to travel to Westchester County Police Academy

Department

Location

For Yearly DRE Recertification

Conference/Seminar Name

On 3/13 - 3/14

Date (include travel days)

10 hrs travel & course = 18 hrs.

Hours (include travel days)

PLEASE ATTACH PROGRAM AND OTHER LITERATURE, AND BACK UP FOR COSTS.

ESTIMATED COSTS:

Mileage/gas

Hotel

Meals

Registration

Other

(11)

PERSONNEL COST (REPLACEMENT, OVERTIME)

TOTAL

Department budget code to be expended

Date

Department Head

AUTHORIZATION:

Pursuant to the authority granted me under The City of Plattsburgh Common Council Resolution dated _____, I do hereby authorize the above travel as requested.

Date:

Councilor/Dept liaison

Mayor

*Note: This authorization and supporting receipts must be attached to the travel voucher claiming reimbursement for expenses per CC resolution dated February 1989.



NEW YORK STATE DRUG EVALUATION & CLASSIFICATION PROGRAM

DRUG RECOGNITION EXPERT

Advanced Roadside Impaired Driving Enforcement

Drug Impairment Training for Educational Professionals

[DRE Home](#) | [DRE Training](#) | [DRE Forms](#) | [SafeNY Home](#)

DRE Upcoming Training Classes

DRE School Applications are on the GTSC web site at the [DRE Forms and Links](#) Page. Applications are accepted only for scheduled classes. All applications must be approved by the State Coordinator. You will be notified if your application has been approved.

Course descriptions:

- [DRE Certification](#)
- [DRE Recertification](#)
- [Horizontal Gaze Nystagmus \(HGN\) Training](#)
- [Advanced Roadside Impaired Driving Enforcement \(ARIDE\)](#)
- [Pharmaceutical Diversion Training](#)
- [Drug Impairment Training for Education Professionals \(DITEP\)](#)

FOR QUESTIONS OR MORE INFORMATION: Contact Richard Devlin, State Coordinator at the Governor's Traffic Safety Committee at (518) 486-4221 or e-mail richard.devlin@dmv.ny.gov



DRE Training in Dutchess County at an alcohol workshop.

February 23 &
24

Advanced Roadside Impaired Driving Enforcement (ARIDE)

Henrietta Ambulance Headquarters, 280 Calkins Road, Rochester, NY 14623

The training is from 8 a.m. to 4 p.m.

See the course description for [ARIDE](#).

Application forms must be received by February 20, 2012

Any questions or for more information, please contact Richard Devlin at richard.devlin@dmv.ny.gov

March 1
9 a.m. to 5 p.m.

DRE Recertification Make Up Training for 2011

Troop E Headquarters, 1569 Rochester Road, Farmington, NY 14502

Bring your DRE Bag and your completed paperwork.

See course the description and requirements to participate in [DRE Recertification Training](#). If you plan to attend, please contact State Coordinator Richard Devlin at richard.devlin@dmv.ny.gov

March 14

Mandatory Yearly DRE Recertification Training

Region #1

Westchester County Police Academy, 2 Dana Road, Valhalla, NY 10595

As of January 1, 2012 you must take a quiz and achieve an 80% or higher to maintain your certification. All questions will be taken from the DRE Manual.

The training is from 8 a.m. to 4 p.m. - Bring your DRE Bag.

See course the description and requirements to participate in [DRE Recertification Training](#). The mandatory yearly training session is being offered to any DRE who needs to attend 8 hours of training for 2012. If you plan to attend, please contact Region #1 Coordinator Donald Schuck at DRE-Region-1@att.net. If you need to recertify within the next six months and your paperwork is complete, you may bring it with you.

Any other questions, please contact Richard Devlin at richard.devlin@dmv.ny.gov

March 28

Mandatory Yearly DRE Recertification Training

Region #4

Oneida County STOP-DWI Office, 200 Base Road, Oriskany, NY 13424

As of January 1, 2012 you must take a quiz and achieve an 80% or higher to maintain your certification. All questions will be taken from the DRE Manual.

The training is from 8 a.m. to 4 p.m. - Bring your DRE Bag.